

**THE DISTRICT OF COLUMBIA  
ALCOHOLIC BEVERAGE CONTROL BOARD**

**In the Matter of:**

TM Liquors, Inc.  
t/a Big Ben Liquors

Application for Renewal of a  
Retailer's Class A License

at premises  
1300 North Capitol Street, NW  
Washington, D.C. 20001

Case No.: 18-PRO-00048  
License No.: ABRA-060652  
Order No.: 2018-692

TM Liquors, Inc., t/a Big Ben Liquors (Applicant)

Bradley A. Thomas, Chairperson, on behalf of Advisory Neighborhood Commission  
(ANC) 5E

**BEFORE:** Donovan Anderson, Chairperson  
Nick Alberti, Member  
Mike Silverstein, Member  
James Short, Member  
Donald Isaac, Sr., Member  
Bobby Cato, Member  
Rema Wahabzadah, Member

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**ORDER ON SETTLEMENT AGREEMENT  
AND WITHDRAWAL OF ANC 5E'S PROTEST**

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The Application filed by TM Liquors, Inc., t/a Big Ben Liquors, for Renewal of its Retailer's Class A License, having been protested, came before the Alcoholic Beverage Control Board (Board) for a Roll Call Hearing on June 11, 2018, and a Protest Status Hearing on July 25, 2018, in accordance with D.C. Official Code § 25-601 (2001).

The official records of the Alcoholic Beverage Control Board (Board) reflect that the Applicant and ANC 5E have entered into a Settlement Agreement (Agreement), dated October 29, 2018, that governs the operation of the Applicant's establishment.

The Agreement has been reduced to writing and has been properly executed and filed with the Board. The Applicant and Chairperson Bradley A. Thomas, on behalf of ANC 5E, are signatories to the Agreement.

This Agreement constitutes a withdrawal of the Protest filed by ANC 5E of this Application.

Accordingly, it is this 21st day of November, 2018, **ORDERED** that:

1. The Application filed by TM Liquors, Inc., t/a Big Ben Liquors, for renewal of its Retailer's Class A License, located at 1300 North Capitol Street, NW, Washington, D.C., is **GRANTED**;
2. The Protest of ANC 5E in this matter is hereby **WITHDRAWN**;
3. The above-referenced Settlement Agreement submitted by the parties to govern the operations of the Applicant's establishment is **APPROVED** and **INCORPORATED** as part of this Order, except for the following modifications:

Section 2 (Compliance with D.C. Law) – The term “will” shall be replaced with the language “agrees to.”

Section 7 (Police Beat Book) – The term “will” shall be replaced with the language “agrees to.”

Section 13 (Alcohol Sales Prohibition Signage) – The language “in English” shall be removed.

Section 20 (Binding Effect) – The language “successors-in-interest” shall be removed.


The parties have agreed to these modifications.

4. Copies of this Order shall be sent to the Applicant and ANC 5E.

District of Columbia  
Alcoholic Beverage Control Board


  
Donovan Anderson, Chairperson

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Nick Alberti, Member

  
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Mike Silverstein, Member

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James Short, Member

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Donald Isaac, Sr., Member

  
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Bobby Cato, Member

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Rema Wahabzadah, Member

Pursuant to D.C. Official Code § 25-433(d)(1), any party adversely affected may file a Motion for Reconsideration of this decision within ten (10) days of service of this Order with the Alcoholic Beverage Regulation Administration, 2000 14<sup>th</sup> Street, N.W., Suite 400S, Washington, DC 20009.

Also, pursuant to section 11 of the District of Columbia Administrative Procedure Act, Pub. L. 90-614, 82 Stat. 1209, D.C. Official Code §2-510 (2001), and Rule 15 of the District of Columbia Court of Appeals, any party adversely affected has the right to appeal this Order by filing a petition for review, within thirty (30) days of the date of service of this Order, with the District of Columbia Court of Appeals, 430 E Street, N.W., Washington, D.C. 20001; (202/879-1010). However, the timely filing of a Motion for Reconsideration pursuant to 23 DCMR §1719.1 (2008) stays the time for filing a petition for review in the District of Columbia Court of Appeals until the Board rules on the motion. See D.C. App. Rule 15(b) (2004).

SETTLEMENT AGREEMENT

License No.: ABRA-060652

THIS SETTLEMENT AGREEMENT ("Agreement") is made on this 29<sup>th</sup> day of OCTOBER, 2018, by and between TM Liquors, Inc., trading as Big Ben Liquors ("the Licensee") and Advisory Neighborhood Commission 5E ("ANC5E").

RECITALS

WHEREAS, the Licensee has applied for renewal of its Retailer's Class A Retail Liquor License, License Number ABRA-060652 ("the License"), for continued operations as Big Ben Liquors ("the Establishment") at 1300 North Capitol Street, NW ("the Premises"); and

WHEREAS, the Licensee desires to cooperate with ANC5E in efforts to mitigate concerns related to the impact or potential impact of the operations of the Establishment on the community in which the Premises is located; and

WHEREAS, in lieu of contested protest proceedings regarding the Licensee's application for renewal of the License in this matter, the parties hereto wish to enter into a settlement agreement, pursuant to D.C. Code §25-446, to address those concerns;

NOW THEREFORE, in consideration of the recitals set forth above and the mutual covenants and conditions set forth below, the parties agree as follows:

1. RECITALS INCORPORATED: The recitals set forth above are incorporated herein by reference.

2. COMPLIANCE WITH D.C. LAW: The Licensee will comply with all laws and regulations governing the operations of the establishment at 1300 North Capitol Street, N.W., within the District of Columbia, including the laws and regulations governing the Class A (Retail) license to which this Cooperative Agreement applies, as applied for and previously approved by the District of Columbia in the name of the Licensee.

3. COOPERATION WITH ANC: The Licensee and its officers and employees will cooperate with ANC5E to address any alleged violation of the laws and regulations referred to in Item Two (2) above, and in any request by ANC5E that the appropriate enforcement agency investigate any alleged violation.

4. HOURS OF OPERATION: The Licensee will not sell alcohol before or after ABC regulated hours.

5. DEBRIS & LITTER: The Licensee will take reasonable measures to ensure that the immediate environs of the location are kept free of litter and debris. The "immediate environs" is defined in Section 720.2 of the ABC regulations as including "all property on which the premises are located; all property used by the licensee to conduct business, whether part of the premises or not; including parking lots and portions of alleys, sidewalks, or other public property immediately adjacent to the premises or adjacent to the property used by the licensee to conduct business."

6. LOITERING: The Licensee will post, no loitering signs and prohibit loitering in front of the business and that they take whatever actions are necessary to enforce such a prohibition including soliciting help from the Metropolitan Police Department.

7. POLICE BEAT BOOK: The Licensee will permit the Metropolitan Police Department to place and maintain a "beat book" inside the Premises to which police officers, on their routine patrols, will have unlimited access to sign off on at random or scheduled times during the operating hours of the Establishment. For purposes of this provision, a "beat book" is a sign-in book provided by the Metropolitan Police Department for its officers to record their presence by signing-in and indicating the time of each sign-in.

8. GO CUPS: The Licensee will not provide "go cups" to customers. A "go-cup" is defined in Section 709.7 of the ABC regulations as a "drinking utensil provided at no charge or a nominal charge to customers for the purpose of consuming (alcoholic) beverages."

9. MINIATURE ICE BAGS: The Licensee will not sell or provide miniature bags of ice to customers.

10. SINGLE CIGARETTES & DRUG PARAPHERNALIA: The Licensee will not sell single cigarettes; nor rolling paper, crack bags, or other drug paraphernalia to customers.

11. EXTERIOR ADVERTISING: The Licensee will not advertise alcoholic beverages on the exterior walls of the property used by the licensee to conduct business.

12. GRAFFITI: The Licensee will promptly remove or paint over any graffiti written on the exterior walls of the property used by the licensee to conduct business.

13. ALCOHOL SALES PROHIBITION SIGNAGE: The Licensee will post signs in English, advising its customers that the licensee will not sell alcohol to intoxicated persons.

14. SALES TO INTOXICATED PERSONS: The Licensee will not sell or deliver alcohol in any form to any intoxicated person, any person who appears to be intoxicated, or to any person whom the Licensee knows to be an abuser of alcohol.

15. SALES TO MINORS: The Licensee will not sell or deliver alcohol in any form to any person under 21 years of age.

16. STRAW-MAN BUYERS: The Licensee will take all precautions to avoid the sale of alcohol in any form to anyone accompanying a person who has been denied service, if it appears that an attempt is being made to buy alcohol for the person who has been denied service.

17. NOTICE OF SALE OF BUSINESS: The Licensee will provide the community (via ANC5E) at least ninety (90) days notice of any intention to place the business on the market, i.e., should the Licensee make a decision to sell or transfer its business.

18. BINDING EFFECT ON EMPLOYEES: The Licensee gives its assurance that all of its employees will adhere to the provisions of this Agreement, particularly with respect to the sale of alcohol in any form.

19. INCORPORATION INTO LICENSE: The provisions of this Agreement shall become part of the conditions of the Licensee's License in this matter and shall remain in force upon renewal or transfer of said License. Violations of this Agreement by the Licensee, or the Licensee's failure to implement measures called for in this

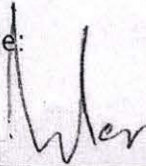
Agreement, may be deemed just cause for the ABC Board to immediately suspend or revoke the License granted to its establishment or to take any other corrective or punitive measures the Board deems just and proper.

20. BINDING EFFECT: This Agreement shall be binding upon and enforceable against any and all transferees and successors-in-interest of the Licensee.

21. COUNTERPARTS: This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument.

BY OUR SIGNATURES BELOW, we hereby approve and accept the terms of this Settlement Agreement by and between TM Liquors, Inc. and Advisory Neighborhood Commission 5E:

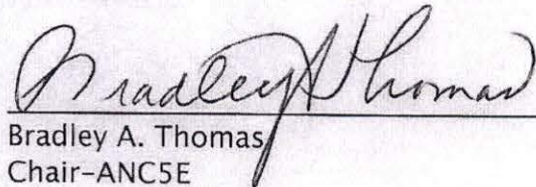
For the Licensee:



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Harjinder Singh

For ANC5E:



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Bradley A. Thomas  
Chair-ANC5E

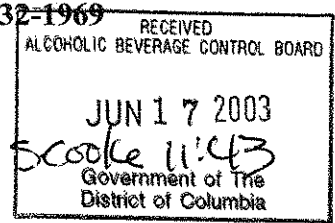
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**GOVERNMENT OF THE DISTRICT OF COLUMBIA  
ADVISORY NEIGHBORHOOD COMMISSION 5C**

**POST OFFICE BOX 77761  
WASHINGTON, D.C. 20013**

**TELEPHONE: (202) 832-1965/1966 - FAX: (202) 832-1969**

**www.anc5c.org**



**Cooperative Agreement**

between

**Big Ben Liquors and Advisory Neighborhood Commission 5C  
(ANC 5C)**

**WHEREAS, *TM Liquors.*** ("*Licensee*") has applied to renew an Alcoholic Beverage Control Retail Class A license for the business trading as *Big Ben Liquors*, located at *1300 North Capitol Street, N.W.*; Ret. -Renewal Application No.: 556; and

**WHEREAS,** the Licensee and ANC 5C have discussed the concerns of the neighborhood and have reached an understanding relating to the operation of the Licensee's business, as well as the level of cooperation that shall exist between the Licensee and ANC 5C;

**NOW, THEREFORE,** in consideration of the Licensee's commitment to fully comply with the terms of this Cooperative Agreement, as set forth herein, ANC 5C agrees to withdraw its protest of the renewal of its license. Specifically, the Licensee agrees to the following:

1. That the Licensee will comply with all laws and regulations governing the operations of the establishment at *1300 North Capitol Street, N.W.*, within the District of Columbia, including the laws and regulations governing the Class A (Retail) license to which this Cooperative Agreement applies, as applied for and previously approved by the District of Columbia in the name of the Licensee;
2. That the Licensee and its officers and employees will cooperate with Advisory Neighborhood Commission 5C ("*ANC*") to address any alleged violation of the laws and regulations referred to in Item One (1), and in any request by the ANC that the appropriate enforcement agency investigate any alleged violation.
3. That the Licensee will not sell alcohol before or after ABC regulated hours.
4. That the Licensee will keep the public space surrounding its business free of debris and trash.

Initials: H.S. GRP



5. That the Licensee will take reasonable measures to ensure that the immediate environs of the location are kept free of litter and debris. The "immediate environs" is defined in Section 720.2 of the ABC regulations as including "all property on which the premises are located; all property used by the licensee to conduct business, whether part of the premises or not; including parking lots and portions of alleys, sidewalks, or other public property immediately adjacent to the premises or adjacent to the property used by the licensee to conduct business."
6. That the Licensee will post no loitering signs and prohibit loitering in front of the business and that they take whatever actions are necessary to enforce such a prohibition including soliciting help from the Metropolitan Police Department.
7. That the Licensee will not provide "go cups" to customers. A "go-cup" is defined in Section 709.7 of the ABC regulations as a "drinking utensil provided at no charge or a nominal charge to customers for the purpose of consuming (alcoholic) beverages."
8. That the Licensee will not sell or provide miniature bags of ice to customers.
9. That the Licensee will not sell single cigarettes; nor rolling paper, crack bags, or other drug paraphernalia to customers.
10. That the Licensee will not advertise alcoholic beverages on the exterior walls of the property used by the licensee to conduct business.
11. That the Licensee will promptly remove or paint over any graffiti written on the exterior walls of the property used by the licensee to conduct business.
12. That the Licensee will post signs in English, advising its customers that the licensee will not sell alcohol to intoxicated persons.
13. That the Licensee will not sell or deliver alcohol in any form to any intoxicated person, any person who appears to be intoxicated, or to any person whom the Licensee knows to be an abuser of alcohol.
14. That the Licensee will not sell or deliver alcohol in any form to any person under 21 years of age.
15. That the Licensee will take all precautions to avoid the sale of alcohol in any form to anyone accompanying a person who has been denied service, if it appears that an attempt is being made to buy alcohol for the person who has been denied service.
16. That the Licensee will provide the community (via ANC 5C) at least ninety (90) days notice of any intention to place the business on the market, i.e., should the Licensee make a decision to sell or transfer its business.

Initials: H.S. JRP

- 17. That the Licensee give their assurance that all of its employees will adhere to the provisions of this agreement, particularly with respect to the sale of alcohol in any form.

The provisions of this Cooperative Agreement shall become part of the conditions of the ABC license and shall remain in force upon renewal or transfer of the liquor license. Violations of this Cooperative Agreement by the Licensee, or the Licensee's failure to implement measures called for in this Cooperative Agreement, shall be considered just cause for the ABC Board to immediately suspend or revoke the ABC license granted to its establishment.

AGREED:

**For the Licensees:**

J. Du. Smith  
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Date: 6/12/03

**For Advisory Neighborhood Commission 5C:**

George Robinson-Paul  
for WBW & Co.  
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Date: 6/12/03

JDB

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## COOPERATIVE AGREEMENT BETWEEN BIG BEN LIQUOR AND ANC 5C

**WHEREAS** Chang Sook Choe ("Licensee") has applied to renew an Alcoholic Beverage Control (ABC) Retail Class B license for the business trading as Big Ben located at 1300 North Capitol Street, NW Washington, DC 20001; and

**WHEREAS** licensee and ANC 5C have discussed the concerns of the neighborhood and have reached an understanding relating to the operation of the licensee and cooperation between the licensee and ANC 5C.

**NOW, THEREFORE**, in consideration of the agreements by licensee set forth herein, ANC 5C agrees to refrain from filing a protest to the renewal of the license and licensee agrees to comply fully with the terms of this cooperative agreement. Licensee agrees:

- A. To comply with all laws and regulations governing the operation of the establishment at , 1300 North Capitol Street, NW, in Washington, D.C., including the laws and regulations governing the Class B (retail) license to which this cooperative agreement applies, as applied for and approved by the District of Columbia in the name of the licensee.
- B. That the licensee and its officers and employees will cooperate with the Advisory Neighborhood Commission 5C ("ANC") to address any alleged violation of the laws and regulations referred to in Paragraph A above, and in any request that the appropriate enforcement agency investigate an alleged violation.
- C. That licensee will not sell or deliver alcohol after ABC regulated hours.
- D. That licensee will keep public space surrounding the business free of debris and trash.
- E. That licensee will take reasonable measures to ensure that the immediate environs of the location are kept free of litter and debris. The "immediate environs" is defined in Section 720.2 of the ABC regulations as including "all property on which the premises are located; all property used by the licensee to conduct business, whether part of the premises or not, including parking lots and the portions of alleys, sidewalks, or other public property immediately adjacent to the premises or adjacent to the property used by the licensee to conduct business."
- F. That licensee will prohibit loitering in front of the business and take whatever actions are necessary to enforce such prohibition.
- G. That licensee will not provide "go-cups" to customers. A "go-cup is defined in Section 709.7 of the ABC regulations as a "drinking utensil provided at no charge or a nominal charge to customers for the purpose of consuming [alcoholic] beverages."
- H. That licensee will not sell or provide miniature bags of ice to customers.
- I. That licensee will not sell single cigarettes or drug paraphernalia to customers.

Initials:                      

CSC JRP

- J. That licensee will not advertise alcoholic beverages on the exterior walls of the property used by the licensee to conduct business.
- K. That licensee will promptly remove or paint over any graffiti written on the exterior walls of the property used by the licensee to conduct business.
- L. That licensee will post signs in English advising its customers that the licensee will not sell to intoxicated persons.
- M. That licensee will not sell or deliver alcohol in any form to any intoxicated person, any person who appears to be intoxicated, or any person the licensee knows abuses alcohol.
- N. That licensee will not sell or deliver alcohol in any form to any person under 21 years of age.
- O. That licensee will take all precautions to avoid the sale of alcohol in any form to anyone accompanying a person who has been denied service if it appears that an attempt is being made to buy alcohol for the person who has been denied service.
- P. That in the event licensee decides to sell or transfer its business, licensee will provide the community at least ninety <sup>(90)</sup> days notice of any intention to place the business on the market.   
45 JRP
- Q. That licensee will assure that all employees of licensee adhere to the provisions of this agreement, particularly with respect to the sale of alcohol in any form/.

The provisions of this Cooperative Agreement shall become part of the conditions of the ABC license and shall remain in force upon renewal or transfer of the liquor license. Violations of the Cooperative Agreement by the Licensee, or the Licensee's failure to implement the measures called for in this Cooperative Agreement, shall be just cause by the ABC Board to immediately suspend or revoke the ABC license of the establishment.

AGREED:

For the Licensee:

Charles Cook De

Date: May 29, 2001

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For the Advisory Neighborhood Commission:

Joyce Robinson Paul

Date: May 29, 2001

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**BEFORE  
THE DISTRICT OF COLUMBIA  
ALCOHOLIC BEVERAGE CONTROL BOARD**

In the Matter of:	)	
	)	
T.M. Liquors, Inc.	)	
t/a Big Ben Liquors	)	
	)	
Application for a Retailer's Class A	)	
License (renewal)	)	Application no. 556
at premises	)	2003-54
1300 North Capitol Street, N.W.	)	
Washington, D.C.	)	

James D. Berry, Jr., Chairperson, on behalf of the Advisory Neighborhood Commission 5C, and Harjinder Singh, President, on behalf of Applicant, Signatories

**BEFORE:** Charles Burger, Interim Chairperson  
Vera Abbott, Member  
Laurie Collins, Member  
Judy Moy, Member  
Ellen Opper-Weiner, Esquire, Member  
Audrey Thompson, Member

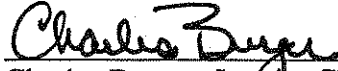
**ORDER ON VOLUNTARY AGREEMENT**

This matter came before the Board for approval on June 25, 2003. The signatories to the attached voluntary agreement dated June 12, 2003 submitted the agreement to the Board in accordance with the D.C. Official Code Title 25, Section 446 (2000 Edition).


Having determined that the agreement complies with all applicable laws and regulations and the applicant qualifies for licensure, the Board does hereby this 9<sup>th</sup> day of July 2003, **APPROVE** the license application conditioned on the applicant's compliance with the terms of the voluntary agreement and does **INCORPORATE** the text of the same into the Order.

T.M. Liquors, Inc.  
t/a Big Ben Liquors  
Application no. 556  
Page two

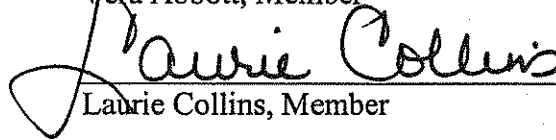
District of Columbia  
Alcoholic Beverage Control Board

  
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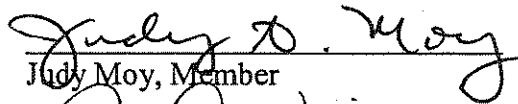
Charles Burger, Interim Chairperson

  
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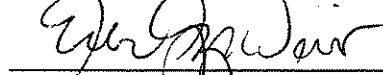
Vera Abbott, Member

  
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Laurie Collins, Member

  
\_\_\_\_\_

Judy Moy, Member

  
\_\_\_\_\_

Ellen Opper-Weiner, Esquire, Member

  
\_\_\_\_\_

Audrey E. Thompson, Member

BEFORE  
THE DISTRICT OF COLUMBIA  
ALCOHOLIC BEVERAGE CONTROL BOARD

**In the Matter of:** )

Chang Sook Choe )  
T/a Big Ben Liquors )

Application for a Retailer's )  
Class A - renewal )  
at premises )

1300 North Capitol Street, NW )  
Washington, DC 20001 )

Case No. 556-01/052P

/ James D. Berry, Jr., Chairperson, Advisory Neighborhood Commission 5C  
(ANC 5C), Protestant

/ Chang Sook Choe, Owner, Applicant

**BEFORE: RODERIC L. WOODSON, ESQUIRE, CHAIR**  
**VERA M. ABBOTT, MEMBER**  
**CHARLES A. BURGER, MEMBER**  
**LAURIE COLLINS, MEMBER**  
**JUDY A. MOY, MEMBER**  
**ELLEN OPPER-WEINER, ESQUIRE, MEMBER**  
**AUDREY E. THOMPSON, MEMBER**

**ORDER ON WITHDRAWN PROTEST AND VOLUNTARY AGREEMENT**

This matter, having been protested, was scheduled for a roll call hearing on May 30, 2001, in accordance with D.C. Code Section 25-115(c)(5) (1999 Supp.), providing for the protestants to be heard. The Board received a timely protest letter from, James D. Berry, Jr., Chair, ANC 5C, dated May 14, 2001.

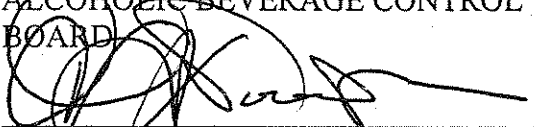
The official records of the Board reflect that the parties have reached an agreement that has been reduced to writing, and has been properly executed and filed with the Board. Pursuant to the agreement, dated May 29, 2001, the protestants have agreed to withdraw the opposition, provided, however, the Board's approval of the pending application is conditioned upon the licensee's continuing compliance with the terms of the agreement.

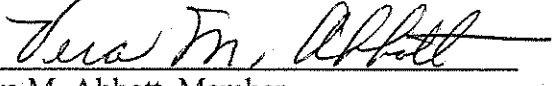
Chang Sook Choe  
T/a Big Ben Liquors  
Page 2

Accordingly, it is this 30<sup>TH</sup> day of June 2001, **ORDERED** that:

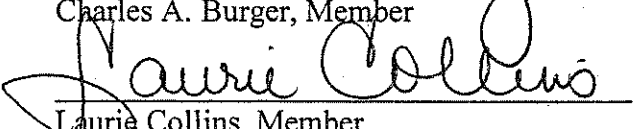
1. The opposition of James D. Berry, Jr., Chair, (ANC 5C), be, and the same hereby is **WITHDRAWN**;
2. The application of Chang Sook Choe, t/a Big Ben Liquors, for a retailer's class A license (renewal) at premises 1300 North Capitol Street NW, Washington, DC, 20001, be, and the same hereby, is **GRANTED**; and
3. The above-referenced agreement between the parties, be, and the same hereby is **INCORPORATED** and part of this **ORDER**; and;
4. Copies of this Order shall be sent to the Protestant and the Applicant.

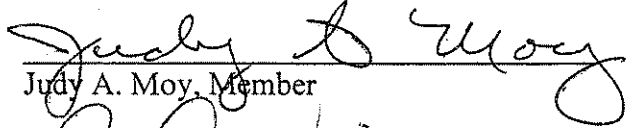
DISTRICT OF COLUMBIA  
ALCONOLIC BEVERAGE CONTROL  
BOARD

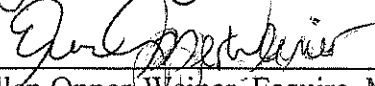
  
Roderic L. Woodson, Esquire, Chair

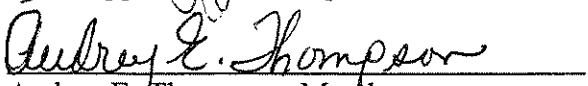
  
Vera M. Abbott, Member

  
Charles A. Burger, Member

  
Laurie Collins, Member

  
Judy A. Moy, Member

  
Ellen Opper-Weiner, Esquire, Member

  
Audrey E. Thompson, Member